

4.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

4.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed bids will be received for Herbicide Treatment, Roadside Right-of-Ways and Encroachments.

4.2. Intent of Request for Bid: Collin County's intent of this Invitation for Bid and resulting contract is to provide bidders with sufficient information to prepare a bid for spraying of roadside right-of-ways and encroachments within unincorporated areas of Collin County.

4.3 Term: Provide for a multi-year contract commencing on March 1, 2016 and continue through February 28, 2017. The contract shall be subject to three (3) additional twelve (12) month renewal periods provided there is no change in the terms, conditions, specifications, and prices provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewal exceed four (4) years.

4.3.1 Transitional Period: Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

4.4 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.

4.5 Price Reduction: If during the life of the contract, the vendor's net prices to other customers under the same terms and conditions for items/services awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Collin County.

4.6 Price Redetermination: A price redetermination may be considered by Collin County only at the twelve (12) month, twenty-four (24) month, thirty-six (36) month, and forty-eight (48) month anniversary date of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc.. The bidder's past experience of honoring contracts at the contract price will be an important consideration in the evaluation of the lowest and best offer. Collin County reserves the right to accept or reject any or all of the price redetermination as it deems to be in the best interest of the County.

4.7 Approximate Usage: Collin County anticipates spraying approximately 1,474 acres. This was calculated as 760 miles x 2 lanes x 8' width spraying.

4.8 Testing: Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County. The County reserves the right to request the services of the Texas Department of Agriculture, at any time, to check and verify the requirements of the herbicides being used.

4.9 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.

4.10 Contact person: Before beginning work, vendor shall submit a listing of contact information of company representatives available to respond to service and inspection requests from the County and to answer questions and/or take possible complaints from residents of Collin County. The vendor shall have on call/available twenty-four (24) hours per day at least one company representative.

4.11 License Requirements: The vendor shall hold all permits, licenses, and certifications required to do the Work under this Contract, and all such permits, licenses, and certifications shall be current. Vendor shall provide copies of such to Collin County before beginning work. The herbicide shall be applied under the supervision of a Certified Commercial Applicator, properly licensed by the Texas Department of Agriculture. All chemical spraying shall be done by individual (s) with a valid, current commercial applicators license.

4.12 SCOPE OF WORK:

4.12.1 The scope of work included in this bid consists of herbicide treatment of road surfaces and roadside right-of-ways within the unincorporated areas of Collin County, Texas.

4.12.2 Work within the scope of this bid includes but is not limited to the herbicide treatment of approximately 1,474 acres within the County borders that require encroachment spraying. This is calculated as 760 miles x 2 lanes x 8' width spraying. The County will have several no spray zones and project areas that would not be sprayed and will be determined upon release of the purchase order.

4.12.3 Asphalt Roadside Management consists of a minimum of ~~sixty (60) inches~~ **ninety-six (96) inches** divided into two (2) sections; encroachment vegetation treatment and roadside right-of-ways.

4.12.3.1 Encroachment vegetation treatment requires a ~~minimum spray width of eighteen (18) inches, and a~~ maximum spray width of twenty-four (24) inches of a NON-SELECTIVE chemical to effectively kill ALL vegetation. Pavement Encroachment Treatments are defined as any vegetation that is growing through an asphalt or concrete road surface. Treatment of pavement vegetation

encroachments shall require a total kill of all vegetation encroaching (growing) through, on, within, or up through road pavement surfaces.

- 4.12.3.2 Right-of-way Treatment is defined as the treatment of vegetation from the road shoulder to a point not to exceed ~~thirty-six (36) inches in width~~ **seventy-two (72) inches in width** or to existing roadway fences not to exceed a distance of ~~thirty-six (36) inches~~ **seventy-two inches (72)** from the road shoulder. Vegetation is described as weeds, undesirable grasses (except Bermuda grass), fines, brush and small trees.

- 4.12.4 Herbicides used in the treatment of roadside vegetation, are required to effectively kill and/or manage all required vegetation, ***except Bermuda grass.***

- 4.12.4.1 Basal Treatment – as required, the total elimination of trees and or brush shall be applied only as directed by Collin County representative.

- 4.12.4.2 Tree Limb and Brush Treatment – as required, the application of herbicides shall be applied to trees and brush to retard growth (not kill or eliminate trees or brush) only when directed by Collin County representative.

- 4.12.4.3 Drainage Ditch or Stream Bed Treatment – consists of treating vegetation of trees or brush located in drainage ditches or stream beds adjacent to county roads with a SELECTIVE chemical to preserve Bermuda grass.

- 4.12.5 Both NON-SELECTIVE (chemical to effectively kill ALL vegetation) and SELECTIVE (chemical preserving the Bermuda grass) chemicals shall have a mixture to include drift retardant agent.

- 4.12.6 Before commencing work, the vendor shall be required to advise Collin County, in writing, of the herbicides he proposes to use in the treatment of all types of vegetation and shall not proceed with any work until such time as he has received written notice to proceed from Collin County. Collin County shall have final approval on the use of herbicides or other chemicals proposed by the bidder. Vegetation is defined as weeds, grass (***excepting Bermuda***), vines, brush and trees. The herbicides used in treatment of roadside vegetation shall be herbicides that will effectively kill all and/or manage all required vegetation, ***except Bermuda grass.*** Any crops, cropland, orchards, or Bermuda grass, etc., that is killed or permanently damaged shall be replanted, by the bidder, and

growth will be assured. Replanting shall be done at no additional cost to Collin County.

4.13 Waste Materials: All refuse and waste material shall be disposed of by the vendor at a location other than the county or third-party's property, at the vendor's expense. The vendor shall immediately clean up any spilled material from roads.

4.14 Spills: Any spills shall be handled following Safe Industry Standards.

4.15 Traffic Control: The road shall be kept open to traffic at all times. Equipment shall be parked off of the pavement when mixing chemical or loading materials. The vendor shall be responsible for providing traffic control during this project consistent with the provisions set forth in the "Texas Manual on Uniform Traffic Control Devices", Version 2011, Revision II 2014 issued under the authority of the "State of Texas Uniform Act Regulating Traffic on Highways," codified as Transportation Code 544.001.

4.16 Equipment Requirements: For evaluation purposes, bidder shall submit a listing of all equipment/vehicles in their inventory (to be used in the performance of this contract, and denote whether or not equipment is owned or leased by the bidder (See Attribute No.4). **Failure to include equipment listing with bid submittal may result in rejection of bid.** All equipment proposed for use for herbicide application must be inspected and licensed by the Texas Department of Agriculture and shall comply with all applicable State, Federal and OSHA Regulations. All equipment submitted for use on this project shall be maintained in satisfactory working condition to guard against injury to the grounds, county property, third-party property, persons or animals. Bidder's equipment that operates from public roads shall have a permanent flashing rotating amber caution light mounted to the top of each piece of equipment along with an arrow board.

Vendor shall have the capability of being able to calculate the total acreage sprayed on a daily basis. Vendor shall demonstrate such capability to the Public Works Representative in order to determine that the method is able to perform in the manner the County desires.

4.17 Complaints: Complaints from residents resulting from work done under this contract shall be received and recorded by the County. The complaints shall be forwarded to the vendor and the vendor shall initiate contact with the person(s) registering the complaint within twenty-four (24) hours following notification. When required vendor shall take the necessary actions to investigate the complaint and document all findings. If, in fact, a liability situation does exist, every effort shall be taken to insure that the claim is settled as expeditiously as possible. Collin County shall be kept informed as to the disposition of all complaints.

The vendor shall be responsible for any property damage caused by the use of chemicals, vehicles, or other equipment while performing this contract.

4.18 Additional work: All work added or deleted shall be specified by location and approximate acreage. A designated representative of the County and the vendor shall measure areas to be added or deleted to determine the exact acreage/mileage. Such measurements shall be documented and signed by both representatives.

4.19 Records: Records of herbicide application shall be maintained by the vendor in compliance with Texas law. The following records shall be maintained by the vendor for a period of two (2) years and shall be delivered to Collin County upon request:

- 4.19.1 Date and time of day each application started
- 4.19.2 Name of the person for whom the application was made (i.e. Collin County)
- 4.19.3 Location of the right-of-way where the application was made, stated in a manner that will permit inspection by authorized parties
- 4.19.4 The herbicide applied, including:
 - 4.19.4.1 Product name
 - 4.19.4.2 Product's EPA registration number
 - 4.19.4.3 Application rate
 - 4.19.4.4 Total volume of spray mix, dust, granules or other materials applied per unit
- 4.19.5 Total acres or other measure of area treated
- 4.19.6 Wind direction, velocity and air temperature on date of each application
- 4.19.7 Name and department license number of the applicant
- 4.19.8 Any and all records required by the Texas Department of Agriculture

4.20 Inspection of Work: The designated Collin County representative and vendor shall jointly inspect all areas treated and the vendor approximately twenty-one to thirty days following completion of stated treatment cycle. It shall be determined if killing of vegetation, excepting Bermuda grass, has been effective. In the event, the killing of vegetation is not satisfactory; vendor shall, at no expense to the County, re-treat areas.

- 4.20.1 Inspection findings shall be documented and signed by both the vendor and Collin County and will be utilized to support requests for payment by the bidder for satisfactory completion of services. Copies of the signed inspection sheets shall be attached to the request for payment.

4.20.2 Payment for the work specified herein shall be made on the pertinent Purchase Order, after completion and acceptance of required paperwork, at the unit prices specified in the pricing schedule. All signed paperwork shall be attached to the Purchase Order upon which payment is being requested. (Reference Section 4.19). **Invoices shall be fully documented and shall reference the Collin County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

4.20.3 The vendor shall comply with all herbicide application requirements as set forth by the Texas Structural Pest Control Board, the Texas Department of Agriculture, the Federal Environmental Protection Agency and the manufacturer's label. If the chemical mix being used is suspect, the County reserves the right to use the Texas Department of Agriculture as an agent to verify requirements of chemicals being mixed. All herbicides shall be mixed and applied in strict accordance with the manufacturer's E.P.A. Registered Label. Failure to comply with these specifications may be grounds for Collin County to suspend operations.

4.20.4 If at any time the vegetation is not totally killed after a treatment, follow-up treatment(s) shall be applied as required to achieve a total "kill" of all cattails and willow trees in ditch bottoms. Follow up treatments for vegetation other than willow trees and cattails will also be done at no expense to the County.

4.20.5 Follow-up inspections shall be made of areas requiring spot treatments no later than thirty (30) days following treatment to determine effectiveness for payment.

4.21 Schedule of work: All areas defined in "Roadside Right of Ways and Encroachments" shall receive a minimum of two (2) herbicide spray treatments during each growing season as follows:

4.21.1 First treatment of all areas defined in Scope of Work shall start within ten (10) calendar days of written notice to proceed; generally mid-March to mid-May. First treatment shall be completed within thirty-six (36) calendar days of notice to proceed.

4.21.2 Second treatment shall start eleven (11) to thirteen (13) weeks, Mid-August to Mid-September, depending on rainfall, after completion of first treatment. Second treatment shall be completed within thirty-six (36) calendar days of notice to proceed.

In lieu of detailed routes and time/date schedules for treatment, the Vendor shall work with Collin County to coordinate and develop a schedule that is mutually agreeable or acceptable for both parties.

4.22 Guarantee: Vendor shall guarantee 100% herbicide coverage and 100% kill rate of all grasses and weeds encroaching through asphalt roads. Any and all costs associated with the required re-application of herbicides shall be the responsibility of the vendor.

4.23 Product & Application Rates: Application of herbicides shall be completed between March 1st and February 28th of the following year. The type of herbicide to be used shall be Round Up or Collin County approved equal at a rate of a minimum of 160 ounces per acre.

4.24 Vendor Responsibilities:

4.24.1 Vendor shall be responsible for handling all public inquiries or complaints as stated in Section 4.17.

4.24.1 All equipment shall be maintained in satisfactory working condition to guard against injury to the ground, county property, third-party property, persons, and/or animals. Collin County reserves the right to stop work if equipment is determined to not be in satisfactory condition.

4.24.2 Vendor shall be responsible for repairs or replacement of all desirable trees, shrubs, and plants destroyed by vendor's employees, chemicals, and equipment during performance of work.

4.25 License, Registrations & Regulations:

4.25.1 Bidder shall submit with their bid, copies of valid, current Texas Department of Agriculture license and license number required for this type of project.

4.25.2 All work included in this contract shall be the sole responsibility of the vendor and shall not be sub-contracted without approval of the County Representative. All chemical spraying shall be done by persons with a valid, current commercial applicator's license. All foremen and workers shall have sufficient skill, proper license, and experience to perform work in an acceptable manner.

4.25.3 Herbicides shall be applied in compliance with Texas herbicide regulations. Particular attention shall be given to outlet pressure of herbicide equipment, application rates on the product label and wind velocity restrictions.

4.26 EXCLUSIONS:

- 4.26.1 City and Municipalities-limits can and will change. As such, it is the vendor's responsibility to contact the County's representative for current/updated city limit changes.
- 4.26.2 Designated Non-spray areas-Public Works Road and Bridge Department maintains records and map(s) of areas where the application of herbicides is prohibited.
- 4.26.3 Roadside right-of-ways areas that are extensions of maintained/manicured lawns that are mowed, maintained, etc. to the road shoulder.
- 4.26.4 Recorded/platted subdivisions are not included within the scope of right-of-way treatment in this section.

4.27 Subcontractors: It is preferred by Collin County that vendor perform all work himself. However, should there be a need for vendor to utilize subcontractors, Vendor shall provide the Collin County Representative the names of all subcontractors and the type of work they will be performing. (See Attribute No. 3)

No Vendor whose bid is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor provided and approved by Collin County without approval in writing.

The successful Vendor further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful Vendor's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.